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Current Topics.

The late Mr. T. M. Healy, K.C.

QUITE RECENTLY we had to record the passing of a distinguished Irish lawyer in the person of Lord GLENAVY. Now we have the melancholy duty of chronicling the death of another equally famous Irishman belonging to the legal profession—Mr. TIMOTHY MICHAEL HEALY, K.C., whose passing removes one who in the stormy days of Irish politics played a conspicuous rôle and yet contrived by his playful humour to mitigate the acerbities of the long drawn out battle for Home Rule. It is not, however, for his work in Parliament, nor even for the task he shouldered when by a strange turn of the political wheel he was offered and accepted the post of first Governor-General of the Irish Free State, that we particularly recall him in these columns, it is for the fact that he was for many years an active member of the Bar first in Ireland and later in England. Called to the Irish Bar in 1884, he speedily obtained a fair practice, which by 1899 justified him in taking silk. Like several of his brethren of the Irish Bar, he was doubtless induced by the resonant success achieved by Mr. (now Lord) CARSON to migrate to the English Bar, where in due time he was appointed a King's Counsel and a Bencher of Gray's Inn in whose affairs he always took an active interest. Although it was not given to him to score the like success as that achieved by Mr. CARSON, he was always exceedingly popular with his professional brethren, by whom he was always known as "Tim," endearing himself to them by his singularly happy disposition and the felicity of so many of his witticisms. These qualities stood him in good stead during his years of office as Governor-General, the difficult and delicate duties of which he discharged with an ability and graciousness which won for him universal commendation. Ireland loses in him a notable citizen, and the legal profession a lovable personality.

Lawyers and Public Duties.

OCCASIONALLY ONE hears from ill-informed persons the criticism that lawyers as a body are singularly lacking in those aptitudes which make for success in posts requiring business or administrative qualities. It may well be that some members of the profession are lacking in those characteristics, but as they do not seek public office the question in their case is purely academic. To assert, however, that, as a body, lawyers are deficient in the desiderated qualities is negatived by a series of well-authenticated instances. The late Mr. HEALY, K.C., to whose memory we have just paid a well-deserved tribute, showed during his tenure of the high office of Governor-General of the Irish Free State that he was possessed of those statesmanlike qualities that we expect from those in such positions, and he was for the larger part of his career a practising member of the Bar. Again, has not Sir JOHN SIMON in the various public duties he has undertaken—the chairmanship of the Indian Commission, and, more recently, the presidency of the inquiry into the causes of the disaster to the great airship—demonstrated that not only in law but in statesmanship he has a master mind? Lord MACMILLAN is yet another eminent lawyer who has placed his services at the disposal of successive Ministries in connexion with important public enquiries, his reports on the diverse matters referred to him being marked with a breadth of knowledge and vision, besides being framed in terms worthy of the literary traditions which he inherited. Lawyers have to suffer much at the hands of irresponsible censors, but that the public owes them an immense debt for services rendered—oftentimes without remuneration—is a circumstance often lost sight of, but which deserves to be recalled and emphasised.

The Errant Golf Ball again.

ACCORDING TO a report from America, one Judge JOSEPH M. SWEARINGEN, of Pittsburg, has decided that a golf-player cannot recover damages for injury caused by a golf ball driven without warning by another player. The judge is reported to have laid down that "The court cannot find any evidence that any obligation existed to warn the plaintiff that a ball was about to be shot. Besides this, there was an assumption of risk of the game on the part of the plaintiff. He was engaged in a game of sport. The fact of an accident is no proof of negligence." On these rulings of law he reversed the verdict of a jury, which had awarded the stricken one £200 damages against the player who "shot" the ball. We have several times during the last few years discussed our own law arising in such circumstances, where no negligence can be imputed: see "The Law of Cut-over," 70 SOL. J. 638," and "The Errant Golf Ball," 71 SOL. J. 147. In the case of *Clayton* v. *Pell* (1927), 71 SOL. J. 162, and also the better-known one of *Castle* v. *St. Augustine's Links Ltd.* (1922), 38 T.L.R. 615, the golf ball injured a person on his lawful occasion on a public highway, on which all are entitled to proceed without fear of such missives, though they take what risk they may of a tree falling on them by accident. In the American case, the injured person was himself playing golf, though it does not appear whether the striker of the offending

ball was his opponent, a player from the match behind, or one approaching a different hole altogether. By the finding of the judge, it was not the custom to call "Fore" at the links in question. As shown in our previous notes, the point is not satisfactorily covered by any English authority, for, after the rough usage it has received from the text-books, *Stanley* v. *Powell* [1891] 1 Q.B. 86, could hardly be quoted with much confidence. That was the action of an injured beater, suing a careful sportsman for the loss of an eye, due to the ricochet of a pellet from the latter's gun. The case might well have been decided on the American ruling, *supra*, namely, that the beater took such risk as there might be from his occupation, as the golfer did on the links. DENMAN, J., however, merely laid down that no one was liable for a trespass to the person caused by pure accident, though he gave no reason why the law should differ from that as to trespass to property, as laid down in *Fletcher* v. *Rylands* (1868), L.R. 3 H.L. 330. It is submitted that one who lets loose dangerous forces should be responsible for any damage done by them, whether to person or property, with the possible defence that the person injured willingly took such risk as there might be. This defence would be available to the golfer who drove his ball into a dilatory player preceding him, if he did not thereby violate the rules of the game or of the links.

County District.

IN THE several definitions of local authorities for the purposes of the several parts of the Housing Act, 1930, use is made of the expression "county district," e.g., in s. 24 a local authority (outside London) is defined as "the council of the county borough or county district." The last two words strike one as so unfamiliar that one turns to the end of the statute to seek a definition of them. Not finding a definition there, one puzzles one's brains for a moment or two, and finally, led by some half-forgotten memory, turns up the Local Government Act, 1894, where in s. 21 he finds that "in this and every other Act of Parliament unless the context otherwise requires the expression . . . 'county district' shall include every urban and rural district whether a borough or not." Apparently the expression did not find favour with subsequent draftsmen, as we do not remember having seen it in any Public Health or Housing Act until the Housing Act of 1930. The Act of 1925 speaks of the council of the borough or urban or rural district. The expression was, however, revived in the Local Government Act, 1929, but the draftsman evidently thought it was not very familiar, for he says (in s. 134) "'District' means county district, that is to say, a non-county borough or other urban district, or a rural district."

Operations and the Patient's Consent.

THE *Irish Times* of 14th March, 1931, reports a French case of considerable interest to the legal and medical professions in France, hinging on the question whether or not a surgeon in that country is bound to warn his patient of the possible dangers of an operation. The patient, a married woman, had a swelling on her right calf, and consulted one Dr. DUJARRIER, stated to be a hospital surgeon of considerable reputation. He advised its removal by operation, which he performed, but gangrene supervened, and the whole leg had to be amputated. The lady sued the surgeon for damages, and was awarded the equivalent of £1,600 by the Senior Tribunal. The surgeon appealed, and the higher court has reserved judgment. The English law was discussed in a note in these pages four years ago: see 71 SOL. J. 110. In *Beatty* v. *Cullingworth* [1896] "Transactions of the Medico-Legal Society," Vol. VI, 132, there cited, the patient, a woman, gave consent to the excision of one ovary, but not both. The surgeon found both diseased, and removed both. The patient afterwards sued him for damages for *mala praxis*. HAWKINS, J., in summing up, said: "If a medical man, with a desire to do his best for the patient, undertakes an operation, I should think it a humane thing for him to do everything in his power to remove the mischief." It was held on the facts that the patient had given tacit consent to the extension of the operation. Consent to a particular operation would no doubt in our law imply consent to any suffering or injury which might result from such operation, if carried out with due skill. For the consent to be held sufficient, however, the surgeon would, it may be supposed, have to show that it was real, and that the probable or even possible consequences had been properly made known to the patient. A mere statement, for example, that the surgeon was about to cut out some organ, the use and name of which was unknown to the patient, would hardly suffice, unless accompanied with some description of the disabilities occasioned by its loss. No doubt a patient *sui juris* can refuse to submit to an operation, even to save his life, for the offence of attempted suicide is active and not passive. For a parent or guardian to refuse to consent to an operation on a child may, however, conceivably constitute an offence: see *Oakey* v. *Jackson* [1914] 1 K.B. 216.

The end of the "Blake Millions" Case.

THE DECISION of MAUGHAM, J., in *In re Blake, deceased: In re the Petition of Right of Annie Murtha Minahan* (*The Times*, 26th March), seems to have put an end to a brave quest for wealth which legend reinforced by popular imagination magnified to millions, and which in truth proved to be, according to the report, no more than £75,000. Mrs. HELEN BLAKE, whose estate was the *fons et origo* of the proceedings, died in 1876, and Mr. WILLIAM LEONARD, who, it would appear (though the report does not say so), was her only surviving relative, and was a grandchild of a paternal aunt of hers, died in 1886. Three years before that, it was declared by an order that QUEEN VICTORIA was entitled, in right of her Royal Prerogative, to Mrs. BLAKE'S personal estate; and ultimately the residue thereof was transferred to the Pay-master-General and became part of the Consolidated Fund. Mrs. MINAHAN, the suppliant on the petition of right, alleged that the moneys, stocks and funds representing Mrs. BLAKE'S residue were held in trust for Mrs. BLAKE'S next-of-kin, and asked that the persons entitled to them should be ascertained and the moneys paid over to those persons out of the Consolidated Fund. Not unnaturally, the Crown lost no time in taking what proved to be the first effective move in the proceedings, and, by way of demurrer, pleaded that the claim was barred by the Limitation Act, 1623, and that no part of the moneys, stocks and funds representing Mrs. BLAKE'S personal estate or forming part of the Consolidated Fund was held in trust for Mrs. BLAKE'S next-of-kin. In the report, condensation seems to have been achieved at the expense of lucidity; but it appears that MAUGHAM, J.'s, reasons for deciding, as he did, in favour of the Crown were that s. 3 of the Intestates Estates Act, 1884, applied to the case; that the actions contemplated by that section, where the Crown was defendant, were actions against a subject to whom an intestate's administrator had wrongly paid part of the intestate's personal estate; that the petition should be treated as an equitable claim by next-of-kin; that the Limitation Act, 1623, would after six years bar the claim; and, finally (a reason as cogent, perhaps, as the lapse of time), that, even on the assumption that there was a right to follow trust funds, there was no reported case of a successful claim to follow money into the hands of a volunteer who was neither an original trustee nor an original trustee's banker. The decision, in coming to which MAUGHAM, J., relied upon *In re Mason* [1929] 1 Ch. 1, may serve as a warning to those who would seek money by way of petition of right not to allow the joy of anticipation to beguile them into tardiness lest the sun of the day on which their petition is heard go down upon the wrath of their disappointment.

Criminal Law and Practice.

CHILDREN'S COURTS.—Many people in this country think that juvenile courts ought to deal with all offenders up to twenty-one years of age. Logically, they say, the age of criminal responsibility should be the age of majority. Others think that the present age of sixteen as the limit for the juvenile court is high enough; doubtless the usual compromise will result in the raising of the age to seventeen or eighteen when the next amendment of the Children Act takes place.

If the primary aim of separate juvenile courts is to avoid the contamination of the young by contact with older and more sophisticated offenders, there is ground for proceeding cautiously. To raise the age to twenty-one would admit those difficult young criminals who go to Borstal, as well as a number of prostitutes who, though young in years, are often far too well versed in the ways of immorality and crime.

In Sydney, so we read the other day, two girls of sixteen and seventeen, who, with a man of twenty-one, are accused of attempting to blackmail a bishop, are appearing in a children's court. They may, of course, be innocent; but the story alleged seems to us quite unsuited to the atmosphere of a children's court which, one would suppose, is primarily concerned with delinquent or neglected children who have fallen into the hands of the law at an age when no one feels inclined to hold them fully responsible.

If the age be raised in this country it may become necessary to consider the advisability of establishing separate divisions of the court for dealing with offenders of different ages, on the lines followed in Germany. Whether this is so in Australia we do not know. With proper safeguards of that kind there is something to be said for trying even the rather "tough," but possibly immature candidates for Borstal in a juvenile court.

PROBATION OFFICERS FOR WOMEN.—There is, we should suppose, general agreement that as a rule a woman or a girl who is put on probation should be under the supervision of a woman. Section 3 (2) of the Criminal Justice Act, 1925, gave formal recognition to this principle by requiring that "where the circumstances permit, the court shall appoint a probation officer who is a woman to supervise an offender who is a woman." Women ought to be able to understand the difficulties and temptations of women and ought to be more suited to receiving their intimate confidences than a man could hope to be.

It is therefore surprising to read in the *Magistrate* (which is the bulletin of the Magistrates' Association) a letter from Mr. H. E. Norman, the Secretary of the National Association of Probation Officers, calling attention to the fact that since the Home Office Circular of 31st July, 1930, was issued, in which it was shown that 468 out of the 1,028 petty sessional divisions in England and Wales appeared to be unprovided with women probation officers, only two full-time and two part-time women officers have been appointed.

That many courts cannot well appoint a full-time officer we can quite understand; but at least they might secure the services of a part-time officer. Moreover, it appears from Mr. Norman's letter that, apart from the obvious fitness of letting women look after women, there are other considerations. Mr. Norman refers to "the dangers attendant upon the committal of female probationers to the care of male officers," and quotes one case referred to at a recent conference where a missionary officer was actually charged in court with indecent assault upon false accusations, and another case where false accusations were made but retracted before proceedings were actually taken.

The damaging effect of even groundless accusations of this kind might be sufficient to impair the usefulness of a male probation officer in a district where he was doing good work. The need for appointing a sufficient number of women officers is clear.

Suitable for Occupation by Persons of the Working Class

IT is not an uncommon thing nowadays for the tenant of a small house who cannot get the house repaired to his satisfaction by his landlord to go to the local sanitary inspector or surveyor of the local authority and lodge a complaint.

The local authority, acting through its inspector or other officer, can then proceed to serve a notice under s. 17 of the Housing Act, 1930, which has replaced s. 3 of the Housing Act, 1925, which, in turn, replaced s. 28 of the Housing, Town Planning, &c., Act, 1919.

The notice is served on the person who receives the rack rent of the house (whether as agent or trustee or on his own account).

It may, if the authority sees fit, be also served on any other person interested, such as the freeholder, mortgagee or lessee.

The notice requires the person on whom it is served to execute works (to be specified in the notice) which are deemed to be requisite to render the house fit for human habitation.

As equity was in old days said to depend on the length of the Chancellor's foot, so what is necessary to render the house fit for human habitation appears to depend on the views held by the sanitary inspector or surveyor of the local authority, who has this particular class of work deputed to him, for the notice is binding and conclusive unless an appeal to the county court is lodged by some person aggrieved within twenty-one days.

An appeal under the Act of 1925 was to the Minister of Health and necessitated a local inquiry by an inspector of the Ministry, and this latter entailed the preliminary deposit with the Ministry of £10, unless the Minister saw fit to dispense with or reduce the amount.

If the notice is not complied with, then, subject to any appeal to the county court, the local authority may carry out the work, and the cost, with interest, is a charge on the premises, and the authority may either (1) recover by action, or before a court of summary jurisdiction, the whole amount and interest from the rent collector or the person for whom the rent is collected, or partly from one and partly from the other, but so that a mere rent collector is only liable to the extent of the total amount he has had in hand for his principal since the service of the notice; or (2) may declare the expenses with interest repayable by weekly or other instalments over a period not exceeding 30 years, and recover any instalment summarily either from the owner or occupier, the latter, if a tenant, having the right to deduct the amount from his rent (s. 18).

Section 17, however, is only applicable to a dwelling-house which "is occupied or is of a type suitable for occupation by persons of the working classes," a slight variation only from the wording of the previous Acts. It is curious that no definition has been given of "working classes" as applicable to all the provisions of the various Housing Acts. There is a definition of the expression in para. 12 (*e*) of the 5th Sched. to the Housing Act, 1925 (which schedule is unrepealed), but it only applies to the re-housing of persons who have been displaced from other dwellings compulsorily taken, and as it includes—in addition to persons working for wages, and persons working for themselves and not employing others, except members of their own family—all persons, not being domestic servants, whose average income does not exceed £3 a week, it obviously cannot be applied to the section we are considering.

The only authority on the subject of what are houses suitable for persons of the working classes is the case of *Arlidge* v. *Tottenham Urban Council* [1922] 2 K.B. 719, a decision on s. 28 of the Act of 1919, in which it was held that the last-mentioned section and s. 14 of the same Act (now replaced by s. 1 of the Act of 1925), which imposed an obligation on landlords to keep in habitable condition houses

let at rents not exceeding in London £40 and elsewhere £26, were not to be read together, so as to restrict the expression "houses suitable for occupation by persons of the working classes" to houses let at rentals within those limits. In this particular case the house (outside London) was let at a weekly rent equivalent to about £41 12s. a year, inclusive of rates, which were paid by the landlord. The house, however, only had a rateable value of £13 a year, and the justices found that it was a house suitable for occupation by a person of the working classes, a finding of fact which, very properly, the Divisional Court would not interfere with. Lord HEWART, C.J., in the course of his judgment said: "The question comes in the last resort before justices who are well aware of the circumstances of the locality and may be trusted to come to a right conclusion."

Possibly the Lord Chief Justice would not have used the same words in relation to the conclusion come to by an inspector appointed by the Minister to hold an inquiry, under the now repealed s. 3 of the 1925 Act, who might be visiting the particular district for the first time in his life. Obviously, the difficulty of coming to a decision on the matter through an inspector was appreciated, as the obligation of determining an appeal has been transferred to the county court judge, who is to sit without a jury, s. 22 (2), and may confirm, quash, or vary, the notice. Incidentally, there may also be an appeal from a demand for expenses or an order as to such expenses, but, as intimated above, if there is no appeal from the notice, the point that the house is not within the section, or that the works are unnecessary, cannot be subsequently raised. The County Court (No. 2) Rules, 1930, contain provisions governing such appeals and provide that costs are to be in the discretion of the Court, save that the costs of an inspection (which may be made upon or without the application of either party), shall, in the first instance, be paid by the party (if any) requesting the inspection, and are to be taxed under column B, unless otherwise ordered.

Where the dividing line is between a house which is to be deemed suitable and one which is to be deemed unsuitable for occupation by persons of the working classes, no one can say with any approach to definiteness. If the house is actually occupied by an artisan or mechanic working for wages, presumably no such question can arise. If it is occupied by a person who is admittedly not a member of the working classes, then it is suggested that the two factors which should mainly govern a decision on the point are (1) the size of the house; whether it could conveniently be managed and properly kept without domestic help; and (2) the rental value; whether the rent at which the house could be let, together with rates and any other tenants' outgoings, is within the means of a member of the class in question. This, obviously, necessitates an inquiry into local conditions.

A house of a certain size in the east end of London might well be considered to come within the definition, whilst one of a similar size in Mayfair would not.

It may, indeed, be argued by local authorities that the question of means is largely beside the mark, since the houses such authorities erect themselves are obviously houses suitable for persons of the working classes, though if they were not rate-aided, their rental values might be beyond the means of any members of those classes in the particular district in which the houses are erected.

The question is one on which a definite pronouncement would be welcome, but owing to the fact that the cost of an appeal to the county court is likely to be considered by many owners of small villa residences as prohibitive, the decision of a local authority or its officer that any particular house comes within the class of those referred to in s. 17 will usually have to be accepted, and it is not thought that appeals raising this particular question are likely to be frequent.

It may be mentioned that a flat or any part of a building occupied or intended to be occupied as a separate dwelling-house is a dwelling-house for the purpose of the Act (s. 62).

Land Drainage

Under the Act of 1930.

[CONTRIBUTED.]

SOLICITORS in many parts of the country—e.g., in the Fen districts and in other parts where land drainage is a recurrent problem—are beginning to find that the general churning-up of statute law which has resulted from the passing of the Land Drainage Act, 1930, involves them in a good deal of study and consideration in order that they may advise satisfactorily upon the questions now beginning to crop up.

The Act has engulfed no less than sixteen whole statutes—beginning with the ancient Commissions of Sewers Act, 25 Hen. VIII, c. 5, and ending with the Land Drainage Act, 1929. The history of the subject during those four centuries would be too lengthy to enter upon here; and it must suffice to say that modern administration really dates back to the Land Drainage Act, 1861, which introduced drainage boards independently of the commissions of sewers upon the application of landowners concerned. At the close of the Great War another Act was passed (that of 1918) which enlarged the drainage board system enabling these boards to be set up by the Minister of Agriculture either at his own discretion or upon the application of county councils and various other public bodies. The subject thenceforward began to attract more widespread attention than ever before, chiefly because it had been neglected far too long, and also because drainage work and land reclamation were seized upon as possible avenues of employment for ex-service men and others. In 1927 a Royal Commission was appointed and got speedily to work. Its report (No. 2993 of 1927) appeared the same year, and it is upon the recommendations of the Commission (modified to the necessary extent to fit in with Mr. NEVILLE CHAMBERLAIN'S rating and valuation programme) that the Act of 1930 was framed. The object of this present review is to set out in skeleton form the system now in operation (i.e., as from the passing into operation of the Act on 1st August, 1930).

THE NEW SYSTEM OF ORGANISATION.

The Act sets up two authorities—drainage boards exercising authority over drainage "districts," and catchment boards exercising authority over catchment "areas." The constitution of the former is dealt with in Pt. I and of the latter in Pt. II of the Act. The distinction between the two authorities and their respective jurisdictions is not very happily set out; but it may be said that, whereas a drainage board is an *elected* body ("a body corporate with power to hold land without licence in mortmain"—s. 1 (2))—a catchment board is a nominated body, the members of which are appointed by the Minister and by county and county borough councils within the catchment area. The practical distinction, however, is that a drainage board is "to exercise a general supervision over all matters relating to the drainage of land within its district"; whilst a catchment board is a body charged to exercise exclusive powers with respect to a particular river, and general supervisory jurisdiction over the drainage boards operating within its particular catchment area. The First Schedule to the Act gives a preliminary list of something like fifty rivers and groups of rivers, each of which is to form a catchment area. Other areas will be set up from time to time. Every catchment board is also a drainage board, and except where it is ordered to the contrary all the provisions of the Act relating to drainage boards apply equally to catchment boards. Similarly, drainage districts are of two classes: (1) catchment areas, and (2) districts other than catchment areas. In this second class will be (*a*) small districts marked out by catchment boards to operate separately within their areas; (*b*) districts constituted by the Minister to operate where no catchment area has been mapped out; and (*c*) districts already effectively provided for by statute.

Duties and Powers of Catchment Boards.

Such then, in outline, is the scheme of organisation. We may now turn to the duties and powers of the respective boards. The first thing to be done by a catchment board is to prepare a scheme for the approval of the Minister for taking over "all such rights, powers, duties, obligations, and liabilities (including liabilities incurred in connexion with works) over or in connexion with the main river as were immediately before the commencement of this Act vested in or to be discharged by any drainage authority, and of any property held by the authority for the purpose of, or in connexion with, any functions so transferred." Next the board must submit a further scheme for the complete re-organisation of the drainage districts within its area and for the reconstitution of the drainage boards and for dealing with all incidental matters arising thereupon. Copies of this further scheme must be sent to all local authorities affected to enable them to make any representations they desire to the Minister. By s. 7 it is provided that a catchment board—

> "shall exercise a general supervision with respect to the drainage of the catchment area, and may for the purpose of securing the efficient working and maintenance of existing drainage works within the catchment area and the construction of such new drainage works as may be necessary, give such general or special directions as they consider reasonable for the guidance of the internal drainage boards with respect to the exercise and performance by those boards of their powers and duties as such"

and no drainage board within the area may, without its consent, construct any drainage works within the catchment area or alter any existing drainage works within that area, if the construction or alteration will in any way affect the doings of any other drainage board; nor may they construct or alter any structure, appliance or channel for the discharge of water from their district into the main river, except on such terms as may be agreed. In case of dispute between catchment board and drainage board the Minister is to determine the issue and make an order accordingly.

Proceedings and Powers of Drainage Boards.

Coming now to the proceedings and powers of drainage boards (other than catchment boards), we turn first to s. 33 which deals with the election of these boards. The qualification for a vote is the ownership or occupation of land upon which a drainage rate has been levied during the twelve months preceding the election (see Third Schedule). The election is to be conducted in accordance with rules made by the Minister, and these rules must contain provisions (*a*) for voting by deputy; (*b*) for the preparation and inspection of registers; (*c*) for the taking of a poll. Existing drainage boards at the commencement of the Act are not subject to these provisions unless the same are applied to them by a catchment board scheme or an order of the Minister.

By ss. 34 to 49 (which with s. 33 make up Pt. V of the Act) the general powers and obligations of drainage boards (in the wider sense including catchment boards) are set out in detail. Reference to these sections will show all that may require to be known under that heading.

Drainage Rates.

The finance of land drainage is somewhat complicated, and it forms the subject-matter of Pt. IV of the Act. As regards catchment boards, when acting strictly as such, they have no power to levy a rate. Their expenses are to be met "in so far as they are not met otherwise" by the county council (or where their area extends within the boundaries of more than one county, by all the county councils concerned jointly). The reference to "otherwise" is explained by s. 21, which gives power to a catchment board to require each internal drainage board to make such contribution to its expenses as it (the catchment board) may consider to be fair. If a demand is made which the internal drainage board considers to be unfair, the matter is to be settled by the Minister; similarly, county councils may appeal to the Minister against precepts made upon them by catchment boards.

It will thus be seen that the right of levying drainage rates is vested in drainage boards other than catchment boards; and by s. 24 it is provided that the expenses of drainage boards (other than any contributions made to them by catchment boards) are to be raised by means of drainage rates, which may be either—

(*a*) an *owner's* drainage rate, i.e., a rate raised to meet expenses of new works or of the improvement of existing works; or

(*b*) an *occupier's* drainage rate, i.e., to defray any other expenses or charges.

(Provided that as regards rates to defray liabilities incurred before 1st August, 1930, the provisions as to the incidence of rates in s. 38 of the Land Drainage Act, 1861, are to continue to take effect.)

Every drainage rate is to be assessed on the basis of annual value as regards all hereditaments and is to be assessed at a uniform amount per pound throughout the area. In the case of *agricultural* land the assessment is to be on the full annual value, and in the case of *any other land* on one-third of the full annual value. A drainage board may, after consultation with the catchment board, make and levy different rates and for that purpose may divide the district of an internal drainage board into sub-districts and determine the proportions to be paid by each. They may similarly absolve from payment of rates any portion of a district which, by reason of its height above sea-level or for any other reason, they think ought to be exempted.

Every drainage rate (by s. 26) must be made in respect of a period of either six or twelve months; but a drainage board may at any time make a supplementary rate in respect of any period within a financial year if they deem it to be necessary. Every rate must be assessed upon the person who is *occupier* at the date when the rate is made and its amount may be recovered from any person who is occupier of the hereditament *at any time during the period* in respect of which the rate is made, but only for his own proportion of the period. The occupier is entitled to recover from the owner of the hereditament any amount paid by him on account of an *owner's* rate. Where the hereditament is in fact unoccupied, the rate is to be assessed upon the owner. Appeals, whether by occupier or owners, against drainage rates will lie to quarter sessions; but appeals against apportionment by drainage boards in respect of land not assessed for purposes of income tax under Sched. A will only lie to a court of summary jurisdiction.

Company Law and Practice.

LXXII.

UNLIMITED LIABILITY OF DIRECTORS.

Section 275, which has recently claimed a considerable share of our attention in this column, makes it possible for the court to make a declaration of unlimited liability against directors in certain types of case where fraud has been present. It is hoped before long to be able to deal at greater length with certain aspects of this section, as it is at present the subject of proceedings, the result of which may be to shed some light on some of the many dark corners to be found in the section.

But to-day, being still in somewhat of a holiday mood, we may look at one of the lesser known provisions of the Companies Act; not, perhaps, so much in the hope of adding to our store of learning anything which is very likely to be of practical application, as by way of reminding ourselves of the difficulty of ever obtaining complete mastery over any topic. No doubt most of my readers can fairly say that they have at

least a good working knowledge of company law; but how many of them know that there are provisions in the Act which allow for the liability of directors being unlimited? (I am not, of course, now referring to the provisions of s. 275 mentioned above.) The proportion is probably not as high as, shall we say, it could be; but the proportion of those who have ever in practice come across such a case must be small indeed—the present writer has never had to deal with anything of the sort.

In the case of a limited company, whether limited by shares or by guarantee, the liability of the directors, or of the managers, or of the managing director, may, if so provided by the memorandum, be unlimited (s. 146 (1)). There need, however, be no cause for alarm on the part of persons who have accepted office as directors or managers of any limited company in case they have unwittingly become officers of a company which by its memorandum imposes unlimited liability upon them, for the Act provides safeguards against any such happening, which ought to be efficacious. These safeguards provide a departure (and doubtless a wise one) from the general principle that a person dealing with a company must be taken to do so with full knowledge of the constitution of the company. The proposer of a person for election or appointment to the office of director or manager in a company where the liability of a director or manager is unlimited, must add to that proposal a statement that the liability of the person holding that office will be unlimited; further, the promoters, directors, manager and secretary, if any, of the company, or one of them, must, before the person accepts the office or acts therein, give him a notice in writing that his liability will be unlimited. The omission of the statement or notice does not affect the liability of the person elected or appointed; but the person who should have made the statement, or given the notice, makes himself liable to a fine not exceeding £100, and also for any damages which the person so elected or appointed may sustain from the default (s. 146 (2), (3)).

What this damage may be is not such a simple matter; presumably, if the injured person could prove that he would not have accepted the office had he known of the unlimited liability hanging over his head, the damage sustained by him would be the amount he had to pay under his unlimited liability. It is difficult to see in what other respect damages sustained could be proved to flow from the default to give information, as it could hardly lie in the mouth of the director to say that, had he known that his liability would be unlimited, he would have conducted the affairs of the company in a different way! A comparison has been made between a company organised in this way and a limited partnership under The Limited Partnerships Act, 1907, but it hardly seems worth while here to pursue the comparison; without fear of contradiction it may, however, be said that, from the practical point of view, they are both failures, and for reasons which are not far to seek. A company which, so far as some persons are concerned, offers the disadvantages of individual trading and withholds the advantages of trading by means of a limited company, can hardly expect to enjoy an unusual amount of popularity.

Not only may a limited company start by being organised on this basis, but it may even, if so authorised by its articles, alter its memorandum so as to make provisions of this nature a part of the memorandum (s. 147). This is one of the cases in which a company may alter the provisions of its memorandum without the sanction of the court; but the fact that this can be done does not absolve the company from the necessity of seeing that, in accordance with the provisions of s. 24, every copy of the memorandum issued after the alteration is duly altered.

Section 157 deals with the method of evaluating the liability of a director or manager whose liability is unlimited. The liability would appear, though s. 157 does not expressly say so, only to arise in a winding up; that is to say, no creditor of the company can proceed directly against a director whose liability is unlimited; in any event, subject always to the articles, no director or manager is liable to make any contribution (other than his contribution, if any, as a member of the company) unless it is necessary to satisfy the liabilities of the company and the costs of winding up. Subject to this, and to the provisions (analogous to those dealing with B contributories) as to the past officers only being liable under their unlimited liability if they have held office within a year of the winding up, and not then in respect of liabilities contracted after they ceased to hold office, all such officers are liable to make a further contribution as if they were, at the commencement of the winding up, members of an unlimited company.

(To be continued.)

A Conveyancer's Diary.

Powers of Sale of Personal Representatives of a Tenant for Life.

Last week I left off with a reference to s. 16 of the T.A., 1925, which, it had been suggested, conferred a power of sale upon the personal representative of a tenant for life. Before considering that, I must return to s. 2 (1) of the A.E.A., 1925, which, as I said, is often relied upon as giving such a power, but which, as I think, does not in fact do so.

I want to refer to s. 2 (1) again, because I think that this is a convenient point at which to mention some interesting illustrations given by the learned writer in *The Law Times*, to whom I referred, showing what would be the result if that sub-section did confer such a power:—

(1) Assume that land is conveyed since 1925 to A in trust for B. During the lifetime of B it is clear that A cannot sell without the consent of B. But if B die, his personal representative could sell without such consent.

(2) In the case of a charitable trust where the consent of the Charity Commissioners is required for a sale, the trustees cannot sell without such consent, but the personal representatives of a surviving trustee could do so.

(3) Where land is held upon trust for sale with the consent of some person the trustees cannot sell without such consent, but the personal representative of the last surviving trustee could sell without that consent.

In each of the cases mentioned, if s. 2 (1) applies, the personal representative has greater powers than the deceased trustee himself had. Other illustrations might easily be given, but those mentioned by my learned friend are sufficient to show that it could never have been intended that s. 2 (1) should have any application to property which devolves on a personal representative as a trust estate.

It is said, however, that although s. 2 (1) does not confer a power of sale on the personal representative of an ordinary trustee, it does apply to give such a power to the personal representative of a tenant for life, the reason being that the latter may require to sell for payment of death duties. I am afraid that I cannot follow that argument. I shall have something to say later regarding the power of sale for payment of duties, but for the present it is enough to point out that s. 2 (1) is not required for the purpose, the personal representative having such a power apart from that sub-section. Now, to proceed with s. 16 of the T.A., 1925. That section reads as follows:—

"(1) Where trustees are authorised by the instrument, if any, creating the trust or by law to pay or apply capital money subject to the trust for any purpose or in any manner, they shall have and shall be deemed always to have had power to raise the money required by sale, conversion, calling in or mortgage of all or any part of the trust property for the time being in possession.

"(2) This section applies notwithstanding anything to the contrary contained in the instrument, if any, creating the trust, but does not apply to trustees of property held for charitable purposes or to trustees of a settlement for the purposes of the Settled Land Act, 1925, not being also the statutory owners."

This is followed by s. 17, which provides :—

"No purchaser or mortgagee paying or advancing money on a sale or mortgage purporting to be made under any trust or power vested in trustees shall be concerned to see that such money is wanted or that no more than is wanted is raised, or otherwise as to the application thereof."

Whilst admitting, of course, that a "trustee" includes a personal representative, I doubt very much whether s. 16 was meant to apply to the personal representative of a tenant for life. However that may be, there seems to be no context excluding the application of the section to such parties, and so I suppose that it must be taken to apply to them. If it does apply, I do not see that it confers any power of sale which the personal representative would not have without it unless it be for payment of succession duty.

The section enables trustees to sell where they are authorised by the trust instrument or by law to pay or apply capital money. The question, therefore, is when is a personal representative of a tenant for life authorised by law to pay or apply capital money ?

The answer which will occur to everyone is, for payment of death duties.

Section 16 (1) of the L.P.A., 1925, provides—

"A personal representative shall be accountable for all death duties which may become leviable or payable on the death of the deceased in respect of land (including settled land) which devolves upon him by virtue of any statute or otherwise."

And sub-s. (3) of the same section reads :—

"For the purpose of raising the duty and the costs of raising the same, the personal representative or other person accountable as aforesaid shall have all the powers which are by any statute conferred for raising the duty."

A personal representative may therefore raise estate duty by sale or mortgage under s. 9 (5) of the Finance Act, 1894, and probably succession duty under s. 16 (1) of the T.A.

The rights and duties of the personal representative in this respect must however be considered with reference to other statutory provisions.

In the first place, it is plainly the duty of the personal representative of a tenant for life to vest the property in the person next entitled to the legal estate.

Section 7 (1) of the S.L.A., 1925, enacts :—

"If, on the death of a tenant for life or statutory owner, or of the survivor of two or more tenants for life or statutory owners in whom settled land was vested, the land remains settled land, his personal representatives shall hold the settled land on trust if and when required so to do, to convey it to the person who under the trust instrument or by virtue of this Act becomes the tenant for life or statutory owner and if more than one, as joint tenants."

Sub-section (5) of the same section provides :—

"If any person of full age becomes absolutely entitled to the settled land (whether beneficially or as personal representative or as trustee for sale or otherwise) free from all limitations, powers and charges taking effect under the settlement, he shall be entitled to require the trustees of the settlement, personal representatives or other persons in whom the settled land is vested to convey the land to him, and if more persons than one being of full age become so entitled to the settled land they shall be entitled to require such persons as aforesaid to convey the land to them as joint tenants."

Then s. 8 (3) (*b*) enacts that the obligations to convey are subject and without prejudice to the person on whom the obligation is imposed being satisfied that provision has been or will be made for payment of death duties for which he is accountable or being indemnified in respect thereof.

Another provision which must be noticed is s. 36 (10) of the A.E.A., 1925, which states that a personal representative is not to withhold giving an assent merely by reason of the subsistence of duties or other liabilities if reasonable arrangements have been made for discharging the same.

The result seems, therefore, to be as follows :—

(1) A personal representative of a tenant for life has no general power of sale of the settled land.

(2) The duty of the personal representative is to vest the land by assent or conveyance in the tenant for life, statutory owner, absolute owner, trustees for sale or others next entitled under the settlement.

(3) The personal representative has power to sell the land to pay duties payable on the death of the tenant for life, but he ought not to do so unless he finds that reasonable arrangements for payment of the duties are not made.

(4) If the personal representative does sell, a purchaser from him is not concerned to enquire whether he is selling properly.

It seems to follow that it will seldom happen that a personal representative of a tenant for life will require to sell and it will therefore be seldom that he should do so.

There are some other points which I must reserve until next week.

Landlord and Tenant Notebook.

Waiver of Forfeiture by Agents.

We recently came across a document consisting of a request by a landlord to his tenants to pay rent due into his bank, and, subjoined, a form of receipt which would be used and which ran : "Received the sum of £— for rent due as stated hereon," and also contained the following statement : "The acceptance of this rent shall not be deemed a waiver in respect of any breach of covenant." The lease contained a proviso for re-entry on the breach of any covenant, so the desired effect of request and qualification of the receipt would appear to be to prevent tenants from resisting forfeiture on the ground of waiver by virtue of acceptance of rent. "Waiver of breach of condition" would have been shorter and more to the point; but what we propose to discuss is whether and in how far the desired effect can be achieved by the means employed. We assume that tenants comply with the request; which, of course, they are not bound to do.

The strength of a tenant's position when rent has been accepted after a forfeiture has been incurred can best be illustrated by reference to such cases as *Croft* v. *Lumley* (1888) 6 H.L.C. 672, and *Davenport* v. *The Queen* (1877), 3 A.C. 115 (P.C.), which show that waiver is effected by the acceptance of a sum corresponding to the rent even if the landlord declares beforehand that he will not take it as rent but as compensation for the use of the land, and that acceptance of rent "without prejudice" to the right to insist on a prior forfeiture is equally futile. In either case, the protest is inoperative.

The weakness of a tenant's position in such circumstances lies in the fact that he must discharge the burden of proving not only the acceptance of money but also knowledge on the part of the landlord that the forfeiture had been incurred; and, as was held in *Matthews* v. *Smallwood* [1910] 1 Ch. 777, and in *Fuller's Theatre & Vaudeville Co., Ltd.* v. *Rolfe* [1923] A.C. 435 (P.C.), proof of the recognition of the tenancy does not shift the burden as to knowledge.

Now the appointment of a bank as collecting agent may make it more difficult for a tenant who has broken a covenant to prove knowledge of the breach; for, apart from the fact

that the bank is not likely to be aware of the breach, the principle that knowledge of an agent is knowledge of the principal applies only within the scope of the authority: see *Saffron Walden Second Benefit Building Society* v. *Rayner* (1880) 14 Ch. D. 406, C.A.

In *Doe d. Nash* v. *Birch* (1836), 1 M. & W. 402, it was in fact held that an agent whose duty was limited to the collection of rent could not waive a forfeiture. The breach relied on by the landlord was failure to erect a shop-front in accordance with the design specified in the lease. During his illness, his son had collected rent, had seen that the alterations did not comply with the lease, had demanded rent since, and had in fact caused the ejectment proceedings to be instituted. The defendant was, however, held not to have proved that the son had authority to waive a forfeiture; but it was said that if he could have shown that the father knew how the alterations were being made and had still allowed the son to receive rent, forfeiture might have been waived.

From the somewhat sketchy report of *Doe d. Thompson* v. *Davis* (1847), 10 L.T. (O.S.) 108, it appears that a landlord claimed forfeiture on the ground of breach of a condition not to convert premises into a liquor-shop. The tenant paid rent, in respect of periods both before and after the breach had occurred, to the usual agent. It seems to have been common ground that the landlord, who had supplied liquor to the tenant, knew of the breach, and it was held that if he intended to rely on it he should have notified the tenant. The fact that he had returned the money did not help him.

Very much in point is *Pierson* v. *Harvey* (1885), 1 T.L.R. 430. The defendant always paid the rent into the plaintiff's bank; when, in June, 1884, the plaintiff became aware of the breach on which he subsequently relied, he instructed the bank not to receive further payments, but said nothing about this to the defendant. In July the defendant paid the mid-summer rent to the bank, who received it. The plaintiff did not hear of this till October. It was held that he could not enforce the forfeiture, and the court considered his failure to inform his tenant of his intention not to accept rent a material fact.

In *Doe d. Ash* v. *Calvert* (1810), 2 Camp. 387, it was held that acceptance of rent, as usual, by a bank did not waive a notice to quit given by the landlord, which had already expired.

Our conclusion is that the words purporting to qualify the receipt have in themselves no effect; it is too late to seek to evade the provisions of the L.P.A., 1925, s. 146. In so far, however, as they convey limitation of the authority delegated to the bank, something may be achieved, though the intimation might be made in a more straightforward manner.

Our County Court Letter.

THE HIRE OF AUTOMATIC MACHINES.

Agreements relating to the above have been considered in two recent cases.

(*a*) The Validity of Pencil Signatures.

In *Automatic Scale Co., Ltd.* v. *Liddell* at Alnwick County Court, the claim was for the recovery of weighing scales, but the defence was a denial of the execution of the agreement, as the defendant contended that he had only written his name and address on a piece of white paper. The plaintiffs would not have accepted a pencil signature, however, and their representative admitted the possibility of its having been inked over. The late Judge Sir Francis Greenwell observed that there was no illegality in a pencil signature, but the agreement before him was signed in ink, over pencil, which was visible throughout. He was therefore not satisfied that the agreement had been signed by the defendant, who was entitled to judgment, with costs.

(*b*) Parol Variation as to Price.

In *Associated Distributors, Ltd.* v. *Hibbert* at Weston-super-Mare County Court the claim was for £75 as damages for refusal to take delivery of a six-slot cigarette machine. The cash catalogue price was £68 15s., but the plaintiffs' case was that the defendant had signed a contract (not a hire-purchase agreement) to acquire the machine for a deposit of £5 and eighteen monthly instalments of £3 18s. 10d. The defendant's case was that he had signed the order form with the price left blank, on the understanding that the price to be inserted was £68 15s., whereas plaintiffs had subsequently inserted £75 5s. 6d. It was contended on his behalf that (*a*) the parties were never *ad idem* as to the price, (*b*) the Sale of Goods Act, 1893, s. 4, had not been complied with, (*c*) the only damages were the costs of carriage each way. It was pointed out for the plaintiffs, however, that the defendant (besides giving a cheque for £5) had written a letter which was none the less a confirmation of the bargain because it asked for a cancellation—on the ground that he could not afford the amount. His Honour Judge Parsons, K.C., gave the defendant the benefit of the doubt, and fixed the price at £68 15s., less certain credits. Judgment was therefore given for the plaintiffs for £26 13s. and costs. Compare a "County Court Letter" entitled "The Enforceability of Printed Contracts" in our issue of the 27th December, 1930.

WHITLOW AS CAUSE FOR WORKMAN'S COMPENSATION.

In *Steady* v. *Holmes*, recently heard at Ipswich County Court, the applicant's case was that he had been kneading bread in a bakehouse, and was about to replace the lid of the dough-bin, when it slipped and caught his finger, upon which a blood blister appeared. Five days later the applicant found it necessary to apply hot fomentations, and, in the absence of improvement, he subsequently informed the respondent and obtained medical advice. A piece of dead bone was eventually removed at the hospital, and the medical evidence was that the finger was numb at the end and would never bend naturally, so that an amputation of the terminal joint was advisable, if the applicant desired to work among machinery. The respondent's case was that he was not told of the bad finger until just before the applicant left, and even then the accident was not mentioned, as an ordinary whitlow was the cause of the termination of the employment. It was contended that, if the lid had really fallen, it was so heavy that the finger would have been crushed, whereas the trifling injury in question might have been sustained in a hundred other ways. His honour Deputy Judge Rowley Elliston held that the applicant (*a*) was injured in the course of his employment, (*b*) had given notice of the accident as soon as he realised the extent of the injury and before he left the respondent's employment, (*c*) was still totally incapacitated. An award was therefore made of £1 5s. a week, and costs, with a stay of execution for twenty-one days. Compare *Carr* v. *Burgh of Port Glasgow* (1924), 16 B.W.C.C., 331, in which the bursting of blisters (consequent on using a pick and shovel) was held not to be an accident, so that compensation was not recoverable for the subsequent suppuration of the hand.

Mr. Adrian Young, solicitor, of The Widenings, Loughborough, and of Leicester, Chief Warden of the Haberdashers' Company, died on 3rd February, leaving £42,892, with net personalty £30,771. He gives:—

One year's wages to each of his servants; an annuity of £50 to William Arthur Waterfield, gardener, if still in his service.

And subject to certain life interests, £1,000 to Loughborough General Hospital; £1,000 to his housekeeper Lucy Annie Wells, if still in his service; £500 to his former cook Annie Sear and £100 to his former cook Azealea-Halford.

Practice Notes.

THE LIABILITIES AND RIGHTS OF DOG OWNERS.

In *Bartram* v. *Soan*, recently heard at Weston-super-Mare County Court, the claim was for £7 18s. 9d. for breach of warranty on the sale of two Cairn terriers. The latter had been advertised in "Our Dogs" as "two beautiful young bitches, both proved breeders, heavy in whelp to winning dog, one wheaten, one steel blue." The price paid was £7, but an examination by a veterinary surgeon had revealed that they were not heavy in whelp, and there was no sign of them having been in that condition, as they were both barren. On a re-sale by auction they realised £2 5s., but travelling expenses and keep (at 5s. a day) had increased the damages to the amount claimed. The defendant (having filed an affidavit of defence) had applied for the action to be tried at Epsom, but this application was refused, and the defendant did not appear. Judgment was therefore given for the plaintiff (on proof of the damages) for the amount claimed, and costs. It is to be noted that the plaintiff's advertisement had first been answered by telephone, when he was out, and that he had subsequently written the defendant offering the animals for £7. The defendant had written in reply, enclosing a cheque, so that the offer was accepted (and the contract made) in Weston. The result was that "the cause of action or claim wholly or in part arose" in that district, where the action was commenced under the County Courts Act, 1888, s. 74, and the fact that delivery was taken in Epsom did not entitle the defendant to have the case tried there. See further a Practice Note under the above title in our issue of the 13th December, 1930, 74 Sol. J. 831, and also "The Conditions of Issue of Default Summonses" in our issue of the 27th December, 1930, 74 Sol. J. 859.

THE LIABILITIES OF COSTUMIERS.

A modern application of the rule in *Coggs* v. *Bernard* (1703), 2 Ld. Raym. 909, recently occurred in *Trense* v. *G. Jackson and Co.*, at Liverpool County Court, in which the claim was for £8 10s. as the value of a coat spoiled in alteration. The defendants contended that (1) there had been an out-and-out purchase of a ready-made coat; (2) they were not obliged to do anything; but (3) they had made alterations out of courtesy. His Honour Judge Dowdall decided (after an inspection) that the coat was too tight for the plaintiff, and judgment was given in her favour, with costs. It was explained to the defendants that, if they meddled with the goods of another (whether for her convenience or by mutual arrangement), it was necessary to deal properly with the article. This was in accordance with the judgment of Chief Justice Holt in the first-named case (*supra*), in which he defined the characteristics of mandatum, or gratuitous bailment of a chattel upon which the bailee undertakes to do some act without reward. The defence of *nudum pactum* is of no avail, as "the owner's trusting another person with the goods is a sufficient consideration to oblige him to a careful management."

Reviews.

The Complete Law of Housing. By H. A. Hill, B.A., of Gray's Inn, Barrister-at-Law, Joint Author of Hill and Oliver's Local Government Act, 1929. London: Butterworth & Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 25s. net.

This work—one of the latest to arrive on the scene since the passing of the Act of 1930—needs but a cursory glance to convince the reviewer that it was not rushed through the press to capture the early market, but is the product of solid and careful work, the result of which reflects no small credit upon its author. Of "padding" there is none. The volume deals with the two Housing Acts, those of 1925 and 1930, which are substantially the law of housing as we know it to-day. Those two Acts are annotated section by section with care and completeness. Leading up to them are the unrepealed remnants of the Small Dwellings Acquisition Act, 1899, the Housing and Town Planning Act, 1909, and the several Housing Acts from 1914 to 1923. The important Housing (Financial Provisions) Act of 1924 is set out in full with annotations).

The book opens with an introduction, in which the learned author details the history of Housing Act legislation from the days of the famous Earl of Shaftesbury, whose two Lodging Houses Acts of 1851 initiated the slum clearance movement which has been proceeding ever since. This introduction provides, in fact, an analysis of the whole problem of the slums that is alike interesting and instructive. There is a practical flavour about some of the author's comments that should appeal both to slum-clearers and to those whose property they are keen to sweep away.

> "Tenants, directly or indirectly, pay the rates on the houses or rooms which they occupy. Therefore any policy on the part of local authorities which results in an increase in the rates will also result in higher rents and the widening of the gap which it is desired to bridge. Conversely, if drastic economies are effected in local administration whereby rates are reduced, rents will come down and the gap consequently narrowed. One thing is certain, unless the gap can either be abolished or bridged, slums will remain. It will be more than useless to carry out extensive clearance operations if alternative accommodation is not provided at rents which the displaced tenants can afford to pay."

This and similar wholesome comment carries its own justification at the end, where the learned author indicates that his object in writing this introduction was to assist members of housing committees in prudently discharging their responsibi ities.

In dealing with two main Housing Statutes of 1925 and 1930, the critical analysis to which each is subjected gives an impression that the author feels the latter to be in many respects unduly and, unnecessarily complicated. Probably by this time many local authorities will have come to the same conclusion. The reasons for this complication are fairly obvious. In the first place, the aim of the promoters seems to have been to secure the acquisition of certain classes of property at a low market value. In the second place it is difficult to acquit Whitehall of an endeavour to draw a curtain as it were between the Minister and Local Authority on the one side and property owner and public on the other. Those reasons become more and more obvious as the notes in Mr. Hill's book are weighed and considered. We find these notes to have been admirably written. They throw a flood of light upon many of the legal obscurities in which this law of housing has always been involved, and we do not hesitate to predict a very wide demand for the volume before us when its quality becomes known in legal and local government circles alike.

Books Received.

Every-day Statutes Annotated. Supplement to the end of 1930. Edited by Sydney E. Williams, Barrister-at-Law. 1931. Medium 8vo. pp. vii and (with Index) 154. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 10s. 6d. net.

The Law relating to Documents of Title to Goods. Henry G. Purchase, LL.D. (Lond.), Barrister-at-Law. 1931. Large crown 8vo. pp. xxiv and (with Index) 261. London: Sweet & Maxwell, Ltd. 15s. net.

Insurance Law: Theory and Practice. E. R. Emanuel, M.A., B.C.L., Barrister-at-Law. 1931. Medium 8vo. pp. xvii and (with Index) 566. London: Virtue & Co., Ltd. 1921. Thavies Inn, E.C.1. 35s. net.

POINTS IN PRACTICE

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Limited Company—Debenture Trust Deed—Enfranchised Copyholds—Sale.

Q. 2183. In 1897 a limited company made an issue of first mortgage debenture stock and executed a trust deed in favour of the debenture trustees. This provides that: "At any time before the trustees shall have made entry . . . the trustees may . . . sell or concur in selling all or any of the mortgaged premises in the same manner as if the primary trust for conversion had arisen." In 1898 the company, having purchased certain copyholds, executed a supplemental deed to secure a further issue of debenture stock, in which the company covenanted with the trustees that it would (when required by the trustees) surrender the copyholds into the hands of the lords To the use of the trustees in customary fee simple. The deed contained a declaration of the company that until surrender the company would stand possessed of the copyholds upon trust for the trustees upon the trusts therein contained, i.e., upon trust to secure the said debenture stock. The company now wishes to sell certain of the copyholds and it has been suggested that, the fact that the company covenanted to stand possessed of the copyholds upon trust for the trustees brings the vesting provisions of the L.P.A. into force, and that the fee simple is vested in the company and a mortgage term of 3,000 years in the trustees.

(1) Do you agree with the suggestion ?

(2) Should title be made by the company with concurrence of the trustees as mortgagees ?

(3) If not, by whom should title be made ?

(4) Should the company provide a statutory declaration that the debenture interest has been regularly paid ?

A. We gather that the company was the admitted tenant, which is very unusual, as in most manors corporate bodies cannot be admitted. It is very obscure whether a debenture trust deed is or is not a mortgage. For a discussion on this point our subscriber is referred to "Everyday Points in Practice," Pt. V, s. 9, case 3, at p. 333. If they are mortgages, then, apparently, the company (even if not actually admitted) now holds the fee simple, the trustees having the 3,000 year term (L.P.A., 1922, Sched. XII, para. 8 (*a*), and para. 8 (*g*); L.P.A., 1925, s. 202 and Sched. I, Pt. VII, paras. 1 and 3). If they are not mortgages then the company has the full fee simple no mortgage term being raised thereout.

(1) The suggestion is not without substance as appears from our foregoing observations.

(2) Yes.

(3) *Cadit quæstio.*

(4) This does not appear necessary as the trustees would presumably expressly release the property from all their claims and demands on behalf of the debenture-holders.

Equitable Sub-Mortgage—Realisation of Security.

Q. 2184. In 1921 A advanced the sum of £600 to B on legal mortgage of freehold property belonging to B. At a later date A deposited the title deeds in question with his bank as security for an overdraft but signed nothing. In fact, the bank held a considerable amount of other security under various legal charges. A has now defaulted in respect of his overdraft and as the remaining securities will not realise sufficient to repay the bank it is desired to take steps to realise such security as the bank has in respect of B's title deeds. A has been approached and has been asked, first of all, to call in the mortgage money due from B, and on his refusal, he has been asked to sign an authority to the bank authorising the bank to call in the money and to realise the security in default on his behalf, but he has refused to accede to this suggestion. It is desired to know what steps the bank must take in order to realise such security as it has respecting B's title deeds mortgaged to A for £600.

A. The remedies of an equitable sub-mortgage by deposit are to obtain an order for sale or foreclosure. We suggest that there would be no objection to writing to B explaining the position, and the powers and remedies of the bank, as indicated above, and requesting payment to the bank.

Mortgage—Joint Bankruptcy of Mortgagees—Vacating Receipt.

Q. 2185. A has sold one of two dwelling-houses. The land on which the two dwelling-houses are erected was bought by A's father, B, in 1898. On the 25th January, 1902, B mortgaged the dwelling-houses, together with other property, to X and Y to secure the sum therein mentioned, which is still owing, but all interest has been paid up to date. On the 11th March, 1905, B mortgaged the dwelling-houses to a bank. X and Y joined in this mortgage to postpone their mortgage. A few years after this mortgage, X and Y, who were builders, became bankrupt. Y died several years ago, but X is still living and got his discharge. Previous to the bankruptcy, X and Y's solicitors, M and N, had been financing them in their building operations, and the above-mentioned mortgage to X and Y had been deposited by them with M and N as further security for money owing. At the time of the bankruptcy the Official Receiver disputed the claim of M and N to the mortgage, but finally their claim was admitted and the interest on the mortgage has been received by them up to the present time. B died in 1918, after making his wife D, universal legatee and appointing her sole executrix of his will, which was duly proved by her. D died in 1925 intestate, leaving A her heir-at-law, and he took out letters of administration to her estate in the same year. The position, therefore, is that A is entitled to the property subject to the mortgages to the bank and X and Y. The difficulty presents itself how to obtain a discharge of the mortgage to X and Y. The price at which the property has been sold amply covers both mortgages. It has been suggested that the bank might sell as first mortgagees, but even if this could be done the difficulty would arise again when the other house is sold, when the bank would not be able to sell as their mortgage would be discharged. It has also been suggested that the receipt by X might be obtained, but if search were made in his name it would be found that he had been a bankrupt and this would raise difficulties. Advice is requested as to how title can best be made to the property.

A. If it could be arranged, it would, in our opinion, be the most satisfactory procedure for the bank to sell as first mortgagees; the difficulty as to the sale of the other house could perhaps be overcome by leaving a small portion of the bank's debt to be discharged on the sale of the second house, also by the bank as first mortgagee. Failing this, we express the opinion that the proper person to vacate the mortgage is the trustee in the joint bankruptcy, or if he has been discharged, (as is probable), the Official Receiver.

Notes of Cases.

Court of Appeal.

Rex *v.* **Hawkes.**

Lord Hewart, C.J., Avory and Horridge, JJ.

9th February.

CRIMINAL LAW—DRIVING MOTOR VEHICLE UNDER INFLUENCE OF DRINK — NOT DANGEROUS DRIVING — INCONSISTENT VERDICT—ROAD TRAFFIC ACT, 1930, 20 & 21 GEO. 5, c. 43, s. 11, sub-s. (1), s. 15, sub-s. (1).

The appellant was charged at Bucks Sessions on an indictment containing two counts: (1) for driving a motor vehicle while under the influence of drink, contrary to sub-s. (1) of s. 15 of the Road Traffic Act, 1930; and (2) for dangerous driving, contrary to sub-s. (1) of s. 11 of that Act. At the trial there was a conflict of evidence. The jury found the defendant guilty on the first count, and when asked for their verdict on the second count, said that they found the defendant guilty of being under the influence of drink, but not guilty on the second count. A fine of £5 was imposed, and a certificate for appeal granted on the ground that that verdict was inconsistent.

THE COURT were of opinion that the conviction should be quashed on the ground of ambiguity of the verdict. When the jury said that they found the defendant guilty of being under the influence of drink they should have been asked whether they meant by that answer that he was under the influence of drink to such an extent as to be incapable of having proper control over the motor vehicle. Conviction quashed.

COUNSEL: *R. P. Winfrey*, for the appellant; *T. R. Fitzwater Butler*, for the Crown.

SOLICITORS: *The Registrar of the Court of Criminal Appeal; Charsley and Reynolds.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

***In re* a Reference by the Minister of Labour; *In re* Eton School Stores and Parker; Same: Same and Brampton; Same: Same and Mitchell; Same: Same and Addaway; Same: London County Council and Edwards; Same: Same and Satchell.** Roche, J. 4th March.

INSURANCE — UNEMPLOYMENT INSURANCE — INSTITUTION EMPLOYEES—EMPLOYEES OF ETON COLLEGE STORES—NOT CARRIED ON FOR PURPOSES OF GAIN—INSURANCE EXEMPTION—UNEMPLOYMENT INSURANCE ACT, 1920 (10 & 11 Geo. 5, c. 30).

The Unemployment Insurance Act, 1920, exempts from insurability "employment in domestic service except where the employed person is employed in any trade or business carried on for the purposes of gain." The question in the present cases was whether certain persons employed in the bakery or laundry departments of certain bodies were exempt from insurance under the Act. Parker was a foreman baker, Brampton a bread roundsman and bakery assistant, Alice G. Mitchell a laundry ironer, and Addaway a carman, all of whom were employed by the Eton College Stores, a society which conducted the tuckshop, laundry and bakery for Eton College. Edwards was employed as a foreman baker, and Satchell as an ironer by the London County Council at the South Grove Institution. The Minister of Labour had taken the view that the activities of the Eton College Stores were not "a trade or business carried on for the purposes of gain."

ROCHE, J., said that with regard to the laundrymaid or ironer employed by the London County Council, he had no doubt that such persons had the privilege of belonging to the class engaged in domestic service. The position of a baker was not quite so easy to decide, but even in quite recent times there had been a number of establishments where bakery had been part of the normal domestic service. He believed, therefore, that the baker in the London County Council institution was also engaged in domestic service and was exempt from insurance. The same process of reasoning led him to decide that the four employees of the Eton College Stores were persons engaged in domestic service. The position at present was that certain civic persons connected with the school resorted to the stores; he would assume that trading with the outside public was at present of so limited a nature that the Minister of Labour was justified in his view. All six persons with whom the present cases were concerned were not insurable.

COUNSEL: *C. W. Lilley*, for the Minister of Labour in all cases; *Lancelot S. Fletcher*, for the London County Council; the Eton College Stores were not represented.

SOLICITORS: *The Solicitor to the Ministry of Labour; Solicitor to the London County Council.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

H. R. Slaney (H.M. Inspector of Taxes) *v.* **The Rev. E. S. Starkey.** Rowlatt, J. 6th March.

REVENUE—INCOME TAX—WHITSUNTIDE OFFERINGS FOR CURATE—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40), Sched. E.

Case stated from a decision of the General Commissioners of Income Tax for the Edmonton Division of Middlesex.

On the 4th March, 1930, The Rev. E. S. Starkey, the present respondent, appealed against assessments to income tax under Sched. E. of the Income Tax Act, 1918. The first two assessments, which were additional, were made on him as assistant stipendiary curate of St. Gabriel's Church, Bounds Green, Middlesex, in respect of voluntary collections taken at Whitsuntide and received by him. The third assessment was in respect of his stipend plus a sum for a voluntary collection also taken at Whitsuntide and received by him. The only question was whether or not the Whitsuntide offerings were liable to income tax in the hands of the respondent. He was appointed to "perform the office of assistant stipendiary curate" in St. Gabriel's Church under licence from the Bishop of London, dated the 22nd February, 1926. The fact that the voluntary collections taken at Whitsuntide would be for the benefit of the respondent was referred to each year in the parish magazine. The Commissioners allowed the respondent's claim.

ROWLATT, J., said that it was beyond question that the respondent had a position which brought him within the Income Tax Acts. He had a profession, the emoluments of which would be none the less taxable because some of the people who contributed to them did so voluntarily. It was true that there was no such thing as a Whitsuntide offering known to ecclesiastical law; a vicar had, at least in theory, a right to an Easter offering. The question whether the curate received those sums as part of his remuneration or as a personal gift was largely one of degree, but in the present case the parish magazine seemed to conclude the matter. Appeal allowed.

COUNSEL: *The Attorney-General* (Sir William Jowitt, K.C.) and *R. P. Hills*, for the Crown; *Marshall Freeman*, for the respondent.

SOLICITORS: *Solicitor of Inland Revenue; Bentleys.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Baranowski *v.* **Einsteins Electro-Chemical Process, Ltd. Same** *v.* **Same (Consolidated).**

Rowlatt, J. 30th, 31st March.

CONTRACT—TECHNICAL DIRECTOR—WRONGFUL DISMISSAL—ALIEN—NECESSARY PERMIT NOT OBTAINED—ALLEGED GROUND FOR BREACH OF CONTRACT.

The plaintiff in these consolidated actions, Kazimierz Baranowski, a Pole, who was the inventor of a process for

coating wood and other substances with metal, was employed by the defendants, Einsteins Electro-Chemical Process, Limited, as their technical manager under an agreement in writing for fourteen years, dated the 15th February, 1929, at a salary of £1,800 a year. The agreement, by its terms, was terminable at the end of the second year, or at any time after the second year upon six months' notice in writing. On the 3rd September, 1930, the defendants gave the plaintiff six months' notice. The plaintiff claimed £450 arrears of salary and damages for alleged wrongful dismissal. The defendants pleaded that the plaintiff was at all material times an alien, and that it was a further express or alternatively an implied term and condition of the agreement that he should be and remain in a position to serve the defendants in England during the continuance of his employment by obtaining and retaining the necessary permit from the Home Office authorities to reside in this country. The plaintiff, they alleged, having failed to obtain that permit, that breach operated as a discharge of the agreement and exonerated the defendants from any liability thereunder.

ROWLATT, J., said that the plaintiff was approached by Einstein and invited by him to come to England, the scheme being to found an English company to work the process of which the plaintiff was the inventor, under the plaintiff's directions. On landing in this country the plaintiff, being an alien, presented to the embarkation authorities a letter from the defendants to the effect that he was the technical director of the defendant company's works at Slough, and on that he was admitted. Under the Aliens Act an alien coming into the country to be employed required a permit. "I cannot understand why a director is not as much employed by the company as a manager. Apparently the official view is that if he is a director he can walk into the country, if a manager he must have a permit. I cannot understand it myself." At all events, in May, 1930, the attention of the Home Office was drawn to three alien workmen who had come over with the plaintiff, and a question also then arose as to the plaintiff's own position. His lordship referred to the Home Office correspondence relating to the plaintiff's status, and said that if the Ministry of Labour permit was necessary it was the employer's duty to get it. On the 15th August there was a letter which said that the Secretary of State was not satisfied that the plaintiff did not secure leave to land by misrepresenting his position. That was an indication from the Home Office that that was their view, and at the same time an intimation that they were not going to press their view summarily. No salary was paid to the plaintiff for August, September and October, 1930, and on the 1st November he was dismissed. His (his lordship's) view on the whole of the evidence was that, though the Home Office had intimated its intention of not allowing the plaintiff to stay in the country, they would not enforce that view at once. He could not believe that the plaintiff would not be allowed to work out the four months under the contract. It was certainly not proved that the plaintiff was in any way incapacitated by his own omission or by any act of the authorities from continuing to serve the four months. He thought that justice would be done if arrears of salary and damages were assessed at six months' salary, namely, £900.

COUNSEL: *H. G. Robertson*, for the plaintiff; *G. A. Slade* and *E. R. Guest* for the defendants.

SOLICITORS: *Gilbert Samuel & Co.; Stanley Johnson and Allen.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Mr. John Henry Helliwell, solicitor, of Halifax, a member of the firm of Jubb, Booth & Helliwell, who died on 6th February, aged seventy-one, left estate of the gross value of £16,650, with net personalty £15,255. He gives: £50 to Benjamin Haigh, cashier.

The Solicitors' Law Stationery Society, Ltd.: Annual Report.

The forty-second annual general meeting of the Society was held at 102/7, Fetter-lane, on Tuesday, 31st March, Mr. Robert Chancellor Nesbitt being in the chair.

After the Secretary had read the notice convening the meeting and the Auditors' report, the Chairman, in moving the adoption of the report and the approval of the accounts, said:—

I hope you will feel that, having regard to the exceptional depression that was experienced in almost all trades during last year, the result of the year's trading is satisfactory. We have increased our sales by over £5,000 and our profit by over £2,000, and the Directors consider that this is a very good result in a difficult year.

The dividend we recommend is at the rate of 12 per cent. per annum. I cannot say that this rate is the same as that paid in respect of 1929, as, owing to the rate of income tax having been increased after the declaration and payment of the dividend in respect of that year, we were deemed for income tax purposes to have paid a dividend at the rate of 12.387 per cent. This is such a peculiar figure that we do not feel disposed to recommend its repetition this year. The attention of the shareholders was called, by a note to the report of the annual meeting of last year, to the effect which the increase in the rate of income tax had on the dividend deemed to have been paid, and a method by which the gross amount of the dividend and the amount of tax deducted could be most readily ascertained was given. The result to the shareholders of the raising of the income tax was that they really received a present of £489, which we did not think it worth while, however, to ask them to repay, but I think they should know it. I should, perhaps, add that we are holding our meeting earlier this year, and, as the dividend to be declared to-day is being paid in the fiscal year 1930/31, it will not be affected by any alteration in the rate of income tax that may be made in the forthcoming Budget. I think you will agree that a dividend of 12 per cent. is a satisfactory one.

The amount brought forward from last year, after adjustment, amounted to £9,341 6s. 2d., which, with the profit for the year of £53,528 15s. 9d., leaves us an available balance of £62,870 1s. 11d. for disposal. You will see from the report that after providing for the dividend and bonuses, the Directors propose to add £5,000 to the reserve account and to carry forward the sum of £10,050 10s. 5d. I regret to say that there was a small error in this figure, and the actual sum to be carried forward will be fourpence more, namely, £10,050 10s. 9d. I mention this to anticipate the criticism of the meticulous shareholder who, very properly, likes accuracy in detail.

It has not been as eventful a year from the Society's point of view as have been some previous years, but it has been a difficult year in many respects. In the earlier part of it a great deal of work was entailed in organising and fitting up the newly-built works' premises and in completing the installation of new plant to which I referred at last year's meeting. Bringing the whole of the Works' Departments under one roof, which we have now been enabled to do, has been a great advantage and enables us to deal with the orders we receive much more expeditiously.

For some time the Board has felt the need of providing printing works for our branch at Glasgow, as it was impossible to execute the orders received there at our works in London. Hearing, therefore, that the old-established business of Kennedy, Roberton & Co. of West Regent Street, Glasgow, with printing, lithographic and binding works in Renfrew Court, was in the market, the Directors decided to purchase it, and we have written off the cost of the purchase in accordance with our usual practice. Since the beginning of this year we have purchased the freehold of the Renfrew Court premises, with a view to extending certain of the departments, and we are now making up-to-date additions to the plant. The amount of this purchase will, of course, appear in next year's accounts.

Our freehold premises at Liverpool have given your Directors some anxiety, and we have devoted much attention to the problems which arose owing to the erection of a lofty building immediately adjoining us, and we are having to spend a considerable sum in connection with strengthening the building under the advice of our Liverpool architects, and to satisfy the exacting requirements of the Liverpool Corporation.

Turning to the balance sheet, I think there are very few figures that I need comment upon.

On the liability side, the amount due to creditors is £38,824, against £40,330 at the same date in 1929. The reserve

account is increased by some £4,000 after writing off the sums paid for the goodwill of businesses purchased.

On the asset side, the cash at bank and in hand is £44,262, against £42,918, an increase of £1,344. The book debts are less by some £10,000. It is very important that our furniture, fittings, machinery, plant and type should not appear in our accounts at too high a figure, and it may interest shareholders to know that, whereas they appear in the balance sheet at £38,218, they have been valued for fire insurance purposes, such valuations being accepted by the insurance companies as their replacement values, at £66,750, which shows a margin of £28,531 above the figures appearing in the balance sheet. With regard to the item of stock and work in progress, this stands at £32,873, as against £33,118, and the Managing Director has satisfied us that this is a conservative figure.

Turning to the profit and loss account, working expenses at departments are slightly increased as compared with last year, but the Head Office expenses are down by some £1,800. This is the result of the Head Office being credited with the rents charged to departments which occupy freehold premises.

Before sitting down I should like to express our thanks and the thanks also, I am sure, of the shareholders, to Mr. Cahusac, the Managing Director, Mr. Holroyde, our Secretary, and the Staff, both at the Head Office and the branches, for their services during the year and for the loyalty and zeal they have continued to show to the interests of the Society. In these days of the increasing power of trade unions, exercised not always within the true functions of their original foundation, it is a gratification to remind ourselves on an occasion like this that we are a non-union house, that we pay at least the trade union rate of wages, that we have had for years a profit-sharing scheme on a generous scale, and, as a result, a contented and happy staff, and, unless you tell us to the contrary, a satisfied body of shareholders.

I have now pleasure in moving the adoption of the report and the approval of the accounts.

The motion was seconded by Mr. Turner and carried unanimously.

On the motion of the Chairman, seconded by Mr. Turner, it was unanimously resolved to pay a dividend of 12 per cent. per annum, less income tax, and to distribute bonuses to the customers and the staff in accordance with the articles.

The retiring Directors, Mr. R. C. Nesbitt and Mr. F. E. F. Barham, were re-elected.

The Auditors, Messrs. Fuller, Wise, Fisher & Co., were re-elected for the ensuing year, and their remuneration fixed.

Societies.

United Law Society.

A meeting of the United Law Society was held on Monday, 23rd ult., when the chair was occupied by Mr. H. Wentworth Pritchard.

Mr. D. M. Oppenheim moved—"That this house deplores the decision of the House of Lords in *Swadling* v. *Cooper* (1931) A.C.1." Miss May Lewis opposed, and there also spoke, Messrs. Palmer, Redfern, Ball, Wood Smith and Pritchard. The motion was lost by four votes.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, the 30th ult., Mr. H. Wentworth Pritchard in the chair.

Mr. A. C. Wood moved—"That this house approves the policy of the Government in refusing aid to officers' training corps and cadet corps."

Mr. G. B. Burke opposed, and there also spoke Messrs. Palmer, Oppenheim, and Redfern. The motion was lost by two votes.

The Referees (Landlord and Tenant Act, 1927) Association.

At the third annual general meeting of this Association, lately held, Mr. S. P. J. Merlin presiding, a report on the working of the Landlord and Tenant Act, 1927, during the past fifteen months, was read to the Association by the new hon. secretary, Mr. L. G. H. Horton-Smith. He therein dealt in detail with the several sections of the Act which had been the subject of decisions within the period under review, one of such being a decision of the House of Lords itself; offered suggestions for the useful amendment of the County Court Order 50B; and emphasised the great value which had resulted from the Act. Not, indeed, that all tenants and landlords had had to have recourse to the courts thereunder, but that, with the Act before them, they had more often than not arrived at agreements mutually satisfactory. This Act, he said, "has certainly justified its place in the statute book."

The reports of the hon. secretary and of the hon. treasurer were unanimously adopted, and the officers for the ensuing year were then elected as follows:—

Chairman: Mr. S. P. J. Merlin, barrister.

Members of committee: Mr. John A. K. Ferns, solicitor; Mr. Edgar Foa, barrister; Mr. J. George Head, F.S.I.; Mr. L. S. Holmes, solicitor; Mr. E. H. Leeder, F.S.I.; Mr. Gerald C. R. Marshall, solicitor; Sir Edwin Savill, O.B.E., P.P.S.I.; Mr. Percival F. Tuckett, F.S.I.; and Mr. J. A. Weir Johnston, barrister.

Ex-officio members of committee: The Hon. Treasurer, Mr. Dendy Watney, P.P.S.I., and the Hon. Secretary, Mr. L. G. H. Horton-Smith, barrister.

Selden Society.

Lord Hanworth, Master of the Rolls, the retiring President, took the chair at the forty-sixth annual general meeting of the Selden Society in the Council Room, Lincoln's Inn Hall, on 23rd March. The loss of Dr. Bolland had, he said, delayed the publication of the volume for 1929, the second volume of "Selected Cases on the Law Merchant," by Dr. Hubert Hall. This book answered the charge often brought against the Society of publishing works which took no account of the lighter side of life, for it contained an example of the "confidence trick" and a case full of human interest concerning an unfulfilled promise to give a wedding present. The volume for 1930, "Year Books of 10 Edward IV," was being edited by Miss Neilson, of Mount Holyoke College, Massachusetts, and would be issued shortly. The volume for this year would be "Select Entries from the Exchequer of Pleas," by Mr. Hilary Jenkinson and Mrs. R. R. Formoy, and the Council were proceeding with the printing of three more books. The numbers were still under 500 and the Society stood in need of recruits. Nevertheless, its finances were sound. Mr. Justice Hodgins, of the Appeal Court of Toronto, had become the representative of the Society in Canada.

The Right Hon. Lord Atkin was elected President for the ensuing three years, and the Hon. Mr. Justice Talbot, Professor H. D. Hazeltine, Mr. Alfred Hildesley, K.C., Sir Arthur Copson Peake and Mr. A. W. Pember were elected members of the Council.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 25th ult. (Chairman, Mr. H. J. Baxter), the subject for debate was: "That this House deplores the journalistic proclivities of the modern novelist." Mr. C. C. Ross opened in the affirmative and Mr. Peter Anderson in the negative. The following members also spoke: Mr. L. J. Frost, Miss O'Connor, Messrs. C. N. Israel, W. S. Jones, C. W. S. Rees, J. C. Christian-Edwards, J. M. Buckley, W. M. Pleadwell, Miss C. E. Cameron, and Messrs. L. C. Masterman and A. L. Ungoed-Thomas. The opposer having replied, the motion was put and lost by six votes. There were twenty members and five visitors present.

A meeting of the above Society was held at the Law Society's Hall, on Tuesday, 31st ult., when the chair was taken by Mr. C. F. S. Spurrell. The subject for debate was "That the case of *Re Carroll* (*No.* 2), 47 T.L.R. 125; 170 L.T.J. 535, was wrongly decided." Mr. R. J. L. Stirling opened in the affirmative, and Mr. I. T. Smith opened in the negative. Miss E. Cameron seconded in the affirmative. Miss J. O'Connor seconded in the negative. The following also took part in the debate: Messrs. Gerald Thesiger, H. W. Daniels, V. Foden-Pattinson, J. C. Christian-Edwards, W. L. F. Archer, J. T. Molony, A. L. Ungoed-Thomas. The opener having replied, the chairman summed up, and the motion, on being submitted to the meeting, was lost by two votes. Seventeen members and two visitors attended the meeting.

The Law Society's School of Law.

The summer term will open on 15th April. Lectures will commence on 20th April. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal will be in his room to advise students on their work on Wednesday, 15th April (students whose surnames commence with the letters A–K), and Thursday, 16th April (L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 5 p.m.

The subjects to be dealt with during the term will be, for intermediate students, (i) public law, (ii) law of property in

land, (iii) contract and tort, and (iv) trust accounts. The subjects for final students will be (i) equity and procedure in the Chancery Division, (ii) common law (tort), and (iii) employment and agency. There will also be courses on (i) criminal law, and (ii) private international law, for honours students, and on jurisprudence for intermediate degree students.

The courses on (i) law of property in land, and (ii) contract and tort, will be taken in the morning (law of property in land 11 a.m. to 1 p.m., contract and tort 10 a.m. to 12 noon), and in the afternoon (4 p.m. to 6 p.m.). Students must notify the Principal's Secretary before 15th April if they wish to attend the afternoon in preference to the morning lectures and classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, and forms of entry, from the Principal's Secretary. Notices of entry for the studentships examination must be lodged by 1st May.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. Edward Harold Longson to be the Judge of the County Courts on Circuit No. 19 (Derbyshire).

Mr. Herbert Wood, solicitor, Bush-lane House, E.C.4, Grays Thurrock and Stanford-le-Hope (Essex), has been appointed part time Clerk to the Tilbury Urban District Council, with Mr. B. C. W. Freeman, as Deputy Clerk.

Wills and Bequests.

Mr. Richard Augustine Clarke, solicitor, of Wellington, Salop, left estate of the gross value of £7,674, with net personalty £5,510.

Mr. Horace Woollaston Monckton, V.P.L.S., F.G.S. (seventy-three), of Temple, E.C., and of Crowthorne, Berks, barrister-at-law, left estate of the gross value of £26,623, with net personalty £26,408.

Mr. George Sang, of Edinburgh, Writer to the Signet, left personal estate of the gross value of £9,001.

Colonel Charles St. John Kellett Roche, solicitor, Purley, left estate of the gross value of £32,757, with net personalty £30,288.

Mr. William Booth Hulme, solicitor, Worcester, left estate of the gross value of £24,898, with net personalty £23,590.

Mr. William Henry Gale, solicitor, Kingston-upon-Hull, a member of the firm of Gale & Easton, left estate of the gross value of £3,129.

Mr. Arnold Austin, solicitor, of Maida Vale, W., and formerly of Clement's Inn, left estate of the gross value of £11,651, with net personalty £11,568.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota	Appeal Court No. 1.	Group I. Mr. Justice Eve. Non-Witness	Mr. Justice Maugham. Witness. Part II.
M'nd'y Apl. 13	Mr. Hicks Beach	Mr. Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 14	Blaker	Andrews	Ritchie	*Jolly
Wednesday 15	More	Jolly	Blaker	*Ritchie
Thursday 16	Ritchie	Hicks Beach	Jolly	Blaker
Friday .. 17	Andrews	Blaker	Ritchie	*Jolly
Saturday .. 18	Jolly	More	Blaker	Ritchie

	Group I. Mr. Justice Bennett. Witness. Part I.	Mr. Justice Clauson. Witness. Part II.	Group II. Mr. Justice Luxmoore. Witness. Part I.	Mr. Justice Farwell. Non-Witness.
M'nd'y Apl. 13	Mr. Ritchie	Mr. Andrews	Mr. Hicks Beach	Mr. More
Tuesday .. 14	*Blaker	*More	Andrews	Hicks Beach
Wednesday 15	Jolly	*Hicks Beach	*More	Andrews
Thursday 16	*Ritchie	Andrews	Hicks Beach	More
Friday .. 17	Blaker	More	*Andrews	Hicks Beach
Saturday .. 18	Jolly	Hicks Beach	More	Andrews

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 23rd April, 1931.

	Middle Price 8 April, 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	90½	4 8 5	—
Consols 2½%	57½	4 6 11	—
War Loan 5% 1929-47	104½	4 15 8	—
War Loan 4½% 1925-45	102	4 8 3	4 7 0
Funding 4% Loan 1960-90	93xd	4 6 0	4 7 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	97	4 2 6	4 3 8
Conversion 5% Loan 1944-64	105xd	4 15 3	4 14 0
Conversion 4½% Loan 1940-44	102	4 8 3	4 6 0
Conversion 3½% Loan 1961	80	4 7 6	—
Local Loans 3% Stock 1912 or after	66½	4 10 3	—
Bank Stock	262½	4 11 5	—
India 4½% 1950-55	82½	5 9 1	5 17 6
India 3½%	60½	5 15 8	—
India 3%	51½	5 16 6	—
Sudan 4½% 1939-73	99	4 10 11	4 11 0
Sudan 4% 1974	90½	4 8 5	4 10 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½xd	3 9 4	3 18 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	95	4 4 3	5 1 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 16 6
Ceylon 5% 1960-70	102	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	75	6 13 4	6 15 0
Gold Coast 4½% 1956	99	4 10 11	4 11 4
Jamaica 4½% 1941-71	97	4 12 9	4 13 3
Natal 4% 1937	95	4 4 3	4 19 0
*New South Wales 4½% 1935-1945	61	7 7 7	9 2 7
*New South Wales 5% 1945-65	65	7 13 10	8 2 6
New Zealand 4½% 1945	93½	4 16 3	5 3 3
New Zealand 5% 1946	99½	5 0 6	5 1 0
Nigeria 5% 1950-60	103	4 17 1	4 16 0
*Queensland 5% 1940-60	70	7 2 10	7 10 6
South Africa 5% 1945-75	103	4 17 1	4 16 6
*South Australia 5% 1945-75	70	7 2 10	7 14 6
*Tasmania 5% 1945-75	73	6 17 0	7 8 0
*Victoria 5% 1945-75	68	7 7 1	7 18 3
*West Australia 5% 1945-75	73	6 17 0	7 1 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	104	4 16 2	4 14 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	75	4 0 0	4 11 0
Hastings 5% 1947-67	102	4 18 0	4 17 6
Hull 3½% 1925-55	82	4 5 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	76	4 12 1	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	66	4 10 11	—
Metropolitan Water Board 3% "A" 1963-2003	66	4 9 7	—
Do. do. 3% "B" 1934-2003	67	4 9 7	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	65xd	4 12 4	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	103xd	4 17 1	4 14 10
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 15 10	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	90½	5 10 6	—
L. & N.E. Rly. 4% Debenture	74	5 8 1	—
L. & N.E. Rly. 4% 1st Guaranteed	69	5 15 11	—
L. & N.E. Rly. 4% 1st Preference	50½xd	7 18 5	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 14 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	71	5 12 8	—
L. Mid. & Scot. Rly. 4% Preference	50½	7 18 5	—
Southern Railway 4% Debenture	79½	5 0 8	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	85½	5 17 0	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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ABSOLUTE REVERSION to about £12,000 on decease of life 61.—Solicitor, M. Albert Jacobs, Esq., 73-4, Jermyn-street, S.W.1.

LIFE INTEREST of male 36 in £480 per annum; also Contingent Reversion lives 36 and 41 to about £12,000.—Solicitors, Messrs. I. Goldman & Son, 9, Southampton-street, W.C.1. Trustee, A. H. Partridge, Esq., F.C.A., 3, Warwick-court, W.C.1.

ABSOLUTE REVERSION on decease of life 76, to about £4,000, with possible accretions.—Solicitors, Messrs. Boote, Edgar & Rylands, 20, Booth-street, Manchester. Trustee, Arthur T. Eaves, Esq., F.C.A., 47, Mosley-street, Manchester.

REVERSIONARY LIFE INTEREST of male 26 in about £10,000, also Contingent Reversion to the capital.—Solicitors, Messrs. Tarry, Sherlock & King, 17, Serjeant's Inn, E.C.4.

ABSOLUTE REVERSION on decease of life 67, to about £700, also further contingent Interest.—Solicitor, Edward Lloyd, Esq., 31, North John-street, Liverpool.

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